



**COMBINED DECLARATION AND POWER OF ATTORNEY
IN PATENT APPLICATION**

Attorney Docket No: **CHEN0145**

As a below-named inventor, I hereby declare that:

my residence, post office address and citizenship are as stated below next to my name;

I believe that I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter that is claimed and for which patent is sought on the invention entitled: **CONTACTLESS ENERGY TRANSFER APPARATUS**, the specification of which was filed as application Serial No. 10/021,891, filed on December 13, 2001.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code Section 119 (a)-(d) or Section 365(b) of any foreign application(s) for patent or inventor's certificate, or Section 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Foreign Serial Number(s)	Country	Date Filed	Priority/Not Claimed	Certified Copy Attached?		Status
				YES	NO	
N/A						

I hereby claim the benefit under Title 35, United States Code Section 119(e) of any United States provisional application(s) listed below.

Provisional Application Serial Number(s)	Filing Date(s)
N/A	

I hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s), or Section 365(c) of any PCT international application designating the United States of America, listed below and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code Section 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations Section 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

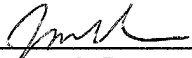
U.S. Parent Application Number(s)	PCT Parent Number(s)	Parent Filing Date(s)	Parent Patent Number(s) (if applicable)
09/547,700		4/11/00	
09/325,022		6/3/99	
09/021,693		2/10/98	

I hereby appoint the following attorney to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith: Ronald M. Anderson, Registration No. 28,829. Address all telephone calls to Ronald M. Anderson at telephone No. (425) 688-8816.

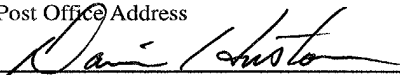
Address all correspondence to:

Ronald M. Anderson, Esq.
Law Offices Of Ronald M. Anderson
600 - 108th Avenue N.E., Suite 507
Bellevue, WA 98004

I hereby further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

<u>James C. Chen</u>	<u>US</u>
Inventor's Full Name	Country of Citizenship
<u>2011 - 87th Place N.E., Bellevue, Washington 98004</u>	
Residence Address	
<u>Same as Above</u>	
Post Office Address	
<u></u>	<u>5/10/02</u>
INVENTOR'S SIGNATURE	DATE

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|                                                                                            |                        |
|--------------------------------------------------------------------------------------------|------------------------|
| <u>Darrin Huston</u>                                                                       | <u>US</u>              |
| Inventor's Full Name                                                                       | Country of Citizenship |
| <u>37330 - 246<sup>th</sup> Avenue S.E., Enumclaw, Washington 98022</u>                    |                        |
| Residence Address                                                                          |                        |
| <u>Same as Above</u>                                                                       |                        |
| Post Office Address                                                                        |                        |
| <u></u> | <u>7/3/02</u>          |
| INVENTOR'S SIGNATURE                                                                       | DATE                   |

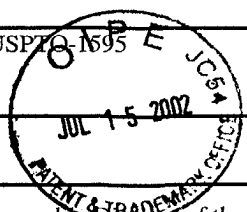
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<u>Brian D. Wilkerson</u>	<u>US</u>
Inventor's Full Name	Country of Citizenship
<u>18223 SE 42nd Place, Issaquah, Washington 98027</u>	
Residence Address	
<u>Same as Above</u>	
Post Office Address	
<u> </u>	<u> </u>
INVENTOR'S SIGNATURE	DATE

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End of Document

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|----------------------------|---------------------------------------------------------------------------------------------|
| FORM USPTO-1695<br>1-31-92 | U.S. DEPARTMENT OF COMMERCE<br>Patent and Trademark Office<br>Attorney Docket No.: CHEN0145 |
|----------------------------|---------------------------------------------------------------------------------------------|



RECORDATION FORM COVER SHEET  
PATENTS ONLY

To the Honorable Director of the Patent and Trademark Office: Please record the attached original document(s) or copy thereof.

|                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Name of conveying party(ies):<br><br><b>James C. Chen, Darrin Huston, and<br/>Brian D. Wilkerson</b><br><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 2. Name and address of receiving party(ies):<br><br>Name: <b>Light Sciences Corporation</b><br>Address: <b>1065 12th Avenue NW #E-2<br/>Issaquah, Washington 98027</b><br><br>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

COPY

|                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. Nature of conveyance:<br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____<br>Execution Date(s): <b>July 3, 2002 (Chen, Huston) and by Consulting Agreement (attached, dated August 3, 1996)</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                          |                      |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|
| 4. Application number(s) or Patent number(s):<br>A. Patent Application Number(s): <b>10/021,891 filed<br/>12/13/2001</b> | B. Patent Number(s): |
|--------------------------------------------------------------------------------------------------------------------------|----------------------|

Additional numbers attached? ☐ Yes ☒ No

If this document is being filed together with a new application, the execution date of the application is:

|                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Name and address of party to whom correspondence concerning document should be mailed:<br><br><b>Law Offices of Ronald M. Anderson<br/>600 - 108<sup>th</sup> Avenue N.E., Suite 507<br/>Bellevue, WA 98004<br/>(425) 688-8816</b> | 6. Total number of applications and patents involved? <u>1</u><br>7. Total fee (37 C.F.R. § 3.41):..... \$ <u>40</u><br>8. The fee of \$40 is included in check No. <u>6019</u> , which is enclosed. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account No. 01-1940. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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|                                                                                                                                                                                                                                                                                         |                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 9. Statement and signature:<br><br><i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i><br><br><b>Ronald M. Anderson</b><br>Name of Attorney or Agent<br>Registration No. 28,829 | <br>Signature<br><br><b>July 15, 2002</b><br>Date |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|

EXPRESS MAIL CERTIFICATE

"Express Mail" mailing label number: EL872280545US Date of Deposit: July 15, 2002

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. § 1.10 on the date indicated above and is addressed to the Director, Patents and Trademarks, Arlington, Virginia 22202.

**Kathy L. Paulino**  
(Typed or printed name of person mailing paper or fee)

(Signature of person mailing paper or fee)

OMB No. 0651-0011 (exp. 4/94)

RECEIVED

JUL 22 2002

ASSIGNMENT

OFFICE OF PETITIONS

Attorney Docket No: CHEN0145

WHEREAS, we, **James C. Chen**, residing at 2011 - 87th Place N.E., Bellevue, Washington 98004; **Darrin Huston**, residing at 37330 - 246<sup>th</sup> Avenue S.E., Enumclaw, Washington 98022; and **Brian D. Wilkerson**, residing at 18223 SE 42<sup>nd</sup> Place, Issaquah, Washington 98027; are the inventors named in an application for Letters Patent of the United States, entitled **CONTACTLESS ENERGY TRANSFER APPARATUS**, filed on December 13, 2001 as Application Serial No. 10/021,891;

AND, WHEREAS, **Light Sciences Corporation**, a corporation duly organized under the laws of the State of Washington, having a principal place of business at 1065 - 12th Avenue N.W. #E-2, Issaquah, Washington 98027 (hereinafter referred to as ASSIGNEE), is desirous of acquiring our entire right and title to and interest in our invention(s) disclosed in said application;

NOW, THEREFORE, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, we do hereby sell, assign, and transfer unto ASSIGNEE our entire right and title to and interest in said application and said invention(s), including the right to apply for patents thereon in foreign countries in our name or in the name of ASSIGNEE, said invention(s) and all applications and patents on said invention(s) to be held and enjoyed by ASSIGNEE as entirely as the same would have been held and enjoyed by us had this sale, assignment and transfer not been made, and we do hereby further agree and promise to execute all instruments and render all such assistance as ASSIGNEE may request in order to make and prosecute any and all applications on said invention(s), to enforce any and all patents on said invention(s), and to confirm in ASSIGNEE legal title to said invention(s) and all applications and patents on said invention(s), all without charge to ASSIGNEE but at no expense to us.

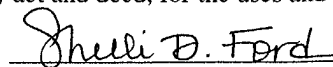
Executed at ISSAQUAH (city), Washington, this 3 day of JULY, 2002.

  
James C. Chen

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 3 day of JULY, 2002, **James C. Chen** personally appeared before me, to me known or proven to be the individual named above who executed the within and foregoing instrument, and acknowledged that the individual signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

  
Signature  
SHELLI D. FORD

Typed or Printed Name of Notary Public  
Notary Public in and for the State of WASHINGTON  
Residing at 7311 COAL CREEK PKWY S.E., H103  
NEWCASTLE, WA 98059  
My commission expires 12-1-02

~~~~~

Executed at ISSAQUAH (city), Washington, this 3 day of JULY, 2002.

Darrin Huston
Darrin Huston

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 3 day of JULY, 2002, **Darrin Huston** personally appeared before me, to me known or proven to be the individual named above who executed the within and foregoing instrument, and acknowledged that the individual signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Shelli D. Ford
Signature
SHELL D. FORD
Typed or Printed Name of Notary Public
Notary Public in and for the State of WASHINGTON
Residing at 7311 COAL CREEK PKWY S.E., H103
My commission expires 12-1-02



Executed at _____ (city), Washington, this _____ day of _____, 2002.

See attached Agreement
Brian D. Wilkerson

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2002, **Brian D. Wilkerson** personally appeared before me, to me known or proven to be the individual named above who executed the within and foregoing instrument, and acknowledged that the individual signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

(SEAL)

Signature

Typed or Printed Name of Notary Public
Notary Public in and for the State of _____
Residing at _____
My commission expires _____



End of Document

COPY

CONFIDENTIAL

CONSULTING AGREEMENT AND ASSIGNMENT

This Consulting Agreement and Assignment (the "Agreement") is made and entered effective as of June 3, 1996 by and between Light Sciences Limited Partnership ("COMPANY"), a Washington limited partnership, and ~~SIL~~ LLC, a Washington limited liability company ("CONSULTANT") Brian Wilkerson, Dan Wilkerson, David J. Brown and Darrin Huston, members of CONSULTANT are executing this Agreement to confirm that if and to the extent any WORK (defined below) is performed by a member individually and not in his capacity as a member of CONSULTANT, then all of the terms and conditions of this Agreement shall be binding up on such principal with respect to such WORK.

In consideration of the covenants and conditions hereinafter set forth, COMPANY and CONSULTANT agree as follows:

1. Services. CONSULTANT shall perform the services described on Exhibit A for COMPANY (the "WORK") as a "work for hire". The WORK shall conform to the specifications attached as Exhibit A. All such work shall be conducted at CONSULTANT's place of business or home using materials supplied by COMPANY or owned by CONSULTANT.
2. Delivery Schedule. CONSULTANT shall complete and deliver the WORK to COMPANY according to the following schedule:

WORK (or portion thereof)

Due Date

COPY

See Attached Exhibit A

COMPANY shall evaluate the WORK within a reasonable time after COMPANY's receipt of the WORK. Conformity to specifications, CONSULTANT's warranties and the delivery schedule herein shall solely determine COMPANY's right to accept or reject the WORK. If rejected, CONSULTANT shall promptly correct the WORK. If CONSULTANT fails to correct the WORK within twenty (20) days after notice of rejection, COMPANY may terminate this Agreement with no further obligation to CONSULTANT.

3. Consideration.

(a) COMPANY shall pay CONSULTANT One Hundred Seven Dollars (\$107.00) per hour for engineering work; Sixty Dollars (\$60.00) per hour for manufacturing work.

(b) COMPANY also shall pay the following CONSULTANT expenses: materials and reasonable out-of-pocket expenses incurred in completing the WORK. CONSULTANT shall submit a written invoice(s) to COMPANY for payment of these amounts when they become due.

(c) All payments due hereunder are conditional upon COMPANY's acceptance of the WORK. COMPANY's payment terms are net thirty (30) days after receipt of invoice.

(d) As additional consideration for CONSULTANT's services as described above, and CONSULTANT's compliance with the terms and conditions of this Agreement, COMPANY agrees to pay CONSULTANT the compensation set forth in Exhibit B hereto. CONSULTANT acknowledges that (i) COMPANY's technology is still in an developmental phase, that limited partnership units in COMPANY are likely to be illiquid, given the closely-held nature of COMPANY, and that the value of the COMPANY limited partnership units received hereunder is therefore uncertain and highly speculative; (ii) COMPANY shall be entitled to issue to third parties further limited partnership units from time to time in COMPANY's sole discretion, and that the effect of such subsequent issues shall be to dilute the value of limited partnership units provided to CONSULTANT in connection with this Agreement.

4. Non-Disclosure. CONSULTANT expressly undertakes to retain in confidence all information and know-how transmitted to CONSULTANT by COMPANY that COMPANY has designated as proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under the terms and during the existence of this Agreement. CONSULTANT's obligation under this Section 4 with respect to any particular information shall survive termination of this Agreement, whether by COMPANY or CONSULTANT, and shall extend to the earlier of (i) such time as the information protected hereby is in the public domain through no fault of CONSULTANT or (ii) five (5) years following its receipt by CONSULTANT. COMPANY and each of the principals of CONSULTANT are parties to Confidential Disclosure Agreements dated as of June 3, 1996 (the "Prior Confidentiality Agreements"). CONSULTANT represents and warrants that CONSULTANT and its members have treated all previously disclosed Confidential Information in conformance with the requirements of both the Prior Confidentiality Agreements and this Agreement.

5. Ownership of WORK: Assignment of Rights to COMPANY.

(a) The WORK has been specially ordered and commissioned by COMPANY. CONSULTANT agrees that the WORK is a "work made for hire" for all purposes, with all intellectual property rights, including, but not limited to patent rights, in the WORK owned by COMPANY.

(b) To the extent that the WORK does not qualify as a work for hire under applicable law, and to the extent that the WORK includes material subject to copyright, patent, trade secret, or other proprietary right protection, CONSULTANT hereby assigns to COMPANY, its successors and assigns, all rights, title and interest in and to the WORK including, without limitation, the following:

(i) all patent and equivalent rights in the WORK throughout the world, and in all renewals and extensions of such rights that may be secured under the laws now or hereafter in force and effect in the United States of America or in any other country or countries;

(ii) all rights in and to any inventions and designs embodied in the WORK or developed in the course of CONSULTANT's creation of the WORK, including all patent rights and equivalent rights in and to such inventions and designs throughout the world; and

(iii) any prototypes, materials, products, processes, inventions, techniques, scientific information, trade secrets, know-how, tangible and intangible information, whether oral or written or in any other medium, including but not limited to any designs, formulations, specifications, drawings, samples, processes, ingredients, components, machines, processing and control information, product performance data, computer data and programs, whether developed by CONSULTANT or COMPANY or furnished to COMPANY by third parties, and documents, magnetically or optically encoded media, or other materials created by CONSULTANT under this Agreement.

(c) At COMPANY's expense, CONSULTANT shall execute and deliver such instruments provided or prepared by COMPANY and take such other action as may be requested by COMPANY to perfect or protect COMPANY's rights in the WORK and to carry out the assignments contemplated in subparagraph (b) of this section. In this regard, CONSULTANT agrees to cooperate with COMPANY in the filing and prosecution of any copyright or patent applications that COMPANY may elect to file on the WORK or inventions and designs relating to the WORK. CONSULTANT agrees that it has not taken and will not take any action to assist in applying for any patents with respect to the WORK and will do so only as and when requested by COMPANY.

(d) COMPANY shall be entitled to use, disclose, make, reproduce, modify, adapt, distribute and sell (and CONSULTANT shall be obligated to disclose and assign to COMPANY) any and all ideas, discoveries, inventions, suggestions and feedback which CONSULTANT or any of its principals provides in the course of performing WORK hereunder in any manner whatsoever at COMPANY's sole discretion, including without limitation by incorporating CONSULTANT's inventions, suggestions and feedback into COMPANY's testing and development processes and products, and/or sublicensing any or all of the foregoing rights. COMPANY shall not have or incur any obligation or liability, whether financial or otherwise, to CONSULTANT in connection with COMPANY's exercise of rights hereunder.

6. CONSULTANT Representations, Covenants and Warranties. CONSULTANT represents, covenants and warrants to COMPANY that:

(a) The WORK as delivered to COMPANY does not infringe any copyright, patent, trade secret, or other proprietary right held by any third party;

(b) The WORK will meet the specifications listed in Exhibit A of this Agreement;

(c) The services provided by CONSULTANT shall be performed in a professional manner and shall be of a high grade, nature, and quality;

(d) CONSULTANT's performance of obligations under this Agreement shall not violate any obligations owed by CONSULTANT to any third party, nor any third party rights known to CONSULTANT, and CONSULTANT's interactions with third parties which are or may in the future be interested in areas of research and products similar to those of COMPANY, including without limitation third parties which CONSULTANT meets or communicates with at COMPANY's request, shall be consistent with a duty of loyalty of CONSULTANT to COMPANY;

(e) CONSULTANT will promptly disclose to COMPANY any financial and other interests of CONSULTANT which COMPANY is obligated to monitor and/or report in connection with applying for or receiving any governmental research funds or other support, and shall take any other steps reasonably requested by COMPANY in order to enable COMPANY to comply with applicable conflict of interest laws or regulations;

(f) CONSULTANT has been provided information on and is knowledgeable concerning COMPANY and its technology and business plans;

(g) CONSULTANT acknowledges that any limited partnership units which CONSULTANT may receive in connection with this Agreement shall not be assignable or otherwise transferable except as expressly authorized in COMPANY's Agreement of Limited Partnership; and

(h) CONSULTANT further acknowledges that limited partnership units which CONSULTANT may receive in connection with this Agreement have not been registered under the Securities Acts of 1933, as amended. CONSULTANT further represents and covenants that it is acquiring such units for his own account for investment and not with a view to or for sale in connection with the distribution of any part of such units.

7. Infringement Claims.

(a) If any action shall be brought against COMPANY claiming that the WORK infringes any copyright, patent, trade secret, or other proprietary right held by any third party, COMPANY shall notify CONSULTANT in writing, specifying the nature of the action and the total monetary amount sought or other such relief as is sought therein. CONSULTANT shall cooperate with COMPANY in all reasonable respects in connection with the defense of any such action. COMPANY may, but shall not be required to, undertake to conduct all proceedings or negotiations in connection therewith.

(b) If the WORK furnished hereunder is in any action held to constitute an infringement and its use is enjoined, CONSULTANT shall immediately:

(i) exercise its best reasonable efforts to assist COMPANY to procure the right to continue use, sale, and marketing of the WORK; or

(ii) exercise its best reasonable efforts to replace or modify the WORK with a version of the WORK that is non-infringing.

(c) This Section 7 shall survive any termination or expiration of this Agreement.

8. Termination; Other Remedies. If the WORK does not meet the specifications in Exhibit A or otherwise fails to comply with CONSULTANT's warranties under Section 6, COMPANY may, at its option and upon written notice to CONSULTANT, either (i) terminate this Agreement and seek a refund of all amounts paid to CONSULTANT (upon the payment of which all rights in the WORK shall be assigned to CONSULTANT), or (ii) retain the WORK in its then current state and cease further payments to CONSULTANT hereunder. The foregoing remedies are not exclusive and shall be in addition to such other rights and remedies as COMPANY may have under the law or this Agreement. Upon termination or expiration of this Agreement, CONSULTANT shall return to COMPANY all drawings, blueprints, notes, memoranda, specifications, designs, devices, documents and any other material containing or disclosing any confidential or proprietary information of COMPANY. CONSULTANT shall not retain any such materials without COMPANY's written approval.

9. Notices and Requests.

All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

CONSULTANT:

3db, LLC
4850 - 156th Avenue N.E. #87
Redmond, WA 98052
Attn: Brian Wilkerson

COMPANY:

Light Sciences Limited Partnership
2011 87th Place N.E.
Bellevue, WA 98004
Attn: J. Steven Russell

or to such other address as the party to receive the notice or request so designates by written notice to the other.

10. Miscellaneous.

(a) CONSULTANT is an independent contractor for COMPANY, and nothing in this Agreement shall be construed as creating an employer-employee relationship, or a joint venture between the parties.

(b) In the event taxes are required to be withheld on payments made hereunder by any U.S. (state or federal) or foreign government, COMPANY may deduct such taxes from the amount owed CONSULTANT and pay them to the appropriate taxing authority. COMPANY shall in turn promptly secure and deliver to CONSULTANT an official receipt for any taxes withheld.

COMPANY will use reasonable efforts to minimize such taxes to the extent permissible under applicable law.

(c) This Agreement shall be governed by the laws of the State of Washington and CONSULTANT consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

(d) This Agreement does not constitute an offer by COMPANY and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the WORK and all other subject matter hereof and merges all prior and contemporaneous communications (except the Prior Confidentiality Agreements). It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of CONSULTANT and COMPANY by their respective duly authorized representatives.

[continued next page]

(e) This Agreement may be assigned by COMPANY but shall not be assigned by CONSULTANT without COMPANY's prior written approval, in COMPANY's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

LIGHT SCIENCES LIMITED PARTNERSHIP 3DB, LLC

By Light Sciences II Co., its general partner

By _____
J. Steven Russell, Treasurer

By _____
Brian Wilkerson, Member

By _____
Dan Wilkerson, Member

By _____
David J. Brown, Member

By _____
Darrin Huston, Member

AGREED AND CONFIRMED AS TO ANY
WORK CARRIED ON INDIVIDUALLY

Brian Wilkerson

Dan Wilkerson

David J. Brown

Darrin Huston

(e) This Agreement may be assigned by COMPANY but shall not be assigned by CONSULTANT without COMPANY's prior written approval, in COMPANY's sole discretion. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

LIGHT SCIENCES LIMITED PARTNERSHIP 3DB, LLC

By Light Sciences II Co., its general partner

By *J. Steven Russell*
J. Steven Russell, Treasurer

By *Brian Wilkerson* 8/3/96
Brian Wilkerson, Member

By *Dan J. Wilkerson* 8/3/96
Dan Wilkerson, Member

By *David J. Brown* 8/3/96
David J. Brown, Member

By *Darrin Huston* 8/3/96
Darrin Huston, Member

AGREED AND CONFIRMED AS TO ANY
WORK CARRIED ON INDIVIDUALLY

Brian Wilkerson 8/3/96
Brian Wilkerson

Dan J. Wilkerson 8/3/96
Dan Wilkerson

David J. Brown 8/3/96
David J. Brown

Darrin Huston 8/3/96
Darrin Huston

EXHIBIT A
WORK SPECIFICATIONS

CONSULTANT shall assist COMPANY as follows:

- Refinement of COMPANY ideas, concepts, designs, prototypes and materials applications relating to inductively coupled circuits, power supplies and telemetry
- Development of electromagnetic couplers and sensors; assisting COMPANY in developing subsequent versions of technology
- Construction/fabrication of electromagnetic couplers, circuits, power supplies, sensors and robots as directed by COMPANY
- Planning for production of COMPANY products

Delivery Schedule:

Recognizing CONSULTANT's input, COMPANY will provide CONSULTANT with a "task sheet" for each project which CONSULTANT is to undertake. After CONSULTANT reviews the task sheet, CONSULTANT will provide COMPANY with the necessary estimated cost and time-to-complete data for COMPANY to develop a project timeline. CONSULTANT and COMPANY will mutually establish reasonable deadlines for phase and project completion.

EXHIBIT B

The terms of this Exhibit B to Consulting Agreement and Assignment (the "Agreement") shall govern CONSULTANT's receipt of limited partnership units in COMPANY, which compensation is referenced in Section 3 of the Agreement.

COMPANY shall transfer to CONSULTANT within 90 (90) days of the effective date of the Agreement (the "Effective Date") two-tenths (.20) of one limited partnership unit in COMPANY, subject to the condition precedent that CONSULTANT shall have executed COMPANY's limited partnership agreement before receiving such units. Upon the one year anniversary of the Effective Date, COMPANY shall transfer to CONSULTANT an additional two tenths (.20) of one limited partnership unit. In the event that CONSULTANT continues to provide the services described in Section 2 of the Agreement for additional, complete one-year terms, COMPANY shall transfer to CONSULTANT an additional four-tenths (.40) of one limited partnership unit in COMPANY on each of the second, third, fourth, and fifth anniversaries of the Effective Date. Any compensation to CONSULTANT (other than payment at the hourly rate described in Section 3 of the Agreement) for continuing to perform services under the Agreement after the fifth anniversary of the Effective Date shall be subject to the mutual agreement of the parties.